[28th January 1931

APPENDIX VII.

[Vide item VII, Papers laid on the table of the House at page 410 supra.]

LAW (GENERAL) DEPARTMENT.

COMMUNICATION TO THE COUNCIL.

The following draft rules which the Governor in Council proposes to make under sub-section (1) of section 54 of the Malabar Tenancy Act, 1929 (Madras Act XIV of 1930), are laid on the table:—

Draft Rules.

RULES MADE UNDER THE MALABAR TENANCY ACT, 1929.

1. These rules may be called "The Malabar Tenancy Rules, 1930."

2. In these rules, "the Act" means the Malabar Tenancy Act, 1929.

3. Every application under section 11 of the Act shall be in Form I annexed to these rules with such variations as circumstances may require.

4. Every application under sub-section (2) of section 13 of the Act shall be in Form II annexed to these rules with such variations as circumstances may require.

5. Every application under sub-section (1) of section 22 of the Act shall be in Form III-A, III-B, III-C or III-D annexed to these rules, according as the applicant is a customary verumpattamdar, a kanamdar, a kuzhikanamdar or an intermediary in kuzhikanam, with such variations as circumstances may require.

6. Every application under sub-section (1) of section 30 of the Act shall be in Form IV annexed to these rules with such variations as circumstances may require.

7. (1) Every offer by a tenant under section 33 to purchase the rights in the kudiyiruppu of the landlord who sues to evict him shall contain the following particulars, namely:—

(i) the number of the suit, in which the application is made;

(ii) the survey and subdivision numbers, extent, description and boundaries of the kudiyiruppu, the amsam, desam and taluk within which it is situated, the assessment, if any, payable to the Government in respect thereof, the length and width of the site built upon, the number and description of the buildings thereon, the length and width of the entire holding and the easements, if any;

(iii) the total period for which the kudiyiruppu has been in the continuous occupation of the tenant or the members of his family on the date of the institution of the suit, with full details;

(iv) the arrears, if any, due by the tenant, of

(*a*) rent or michavaram,

(*b*) revenue payable to the Government where such revenue is payable by the tenant, and

(*c*) local cesses if such cesses are payable by the tenant;

(v) the nature and estimate of the market value according to the tenant of the rights in the kudiyiruppu of the landlord who seeks to evict him;

28th January 1931]

(vi) whether the tenant is willing to deposit the market price of the kudiyiruppu or wishes to pay it in instalments and, if so, in how many instalments and the amount of each instalment ; and

(vii) whether the tenant is willing to purchase the plaintiff's right at the price so specified or at the price to be fixed by the Court.

(2) If any dispute arises regarding the correctness of the description of the kudiyiruppu given in any such offer, the Court may call upon the parties to furnish within such time it may fix plan of the kudiyiruppu.

FORM I.

(See Rule 3.)

IN THE COURT OF THE

APPLICATION NO. OF 19 .

Between

A.B. *Applicant*

and

C.D. and others *Respondents.*

Application of A.B. under section 11 *of the Malabar Tenancy Act*, 1929.

The abovenamed applicant states as follows :—

1. *A.B.*, the applicant, is the cultivating verumpattamdar of the holding described in paragraph / immediate landlord of *C.D.* the first respondent, under *C.D* the first respondent / a cultivating verumpattamdar of the holding described in paragraph and resides at .

The address of the applicant for service of all notices and processes is .

2. *C.D.*, the first respondent, resides at .

E.F., the second respondent, is the janmi of the said holding and resides at .

G.H. the third respondent, is the kanamdar of the said holding under the said *E.F.* the janmi, and resides at .

3. The holding comprises the following lands, namely :—

[Here set out the survey and subdivision numbers, extent, description and boundaries of all the lands included in the holding in respect of which the application is made, the assessments payable to the Government in respect thereof, and the amsam, desam and taluk in which the lands are situated. Particulars should be given separately of (*a*) wet lands, (*b*) garden lands and (*c*) dry lands.]

4. (*a*) Of the wet lands comprised in the holding, the following items were converted from dry lands into wet by the applicant's / first respondent's labour :—

(*b*) The years in which the first wet crop was raised, the annual gross paddy produce, the expense of reaping it and the quantity of seed customarily deemed to be required for an agricultural year in the case of each of the said items are as follows :—

(*c*) The annual fair rent payable in respect of each of the items of wet land included in this paragraph is as follows :—

[Cases falling under clause (*a*) of section 5 of the Act should be mentioned together.]

[28th January 1931

5. (*a*) Of the other wet lands comprised in the holding (that is to say, of lands not converted from dry into wet by the tenant's labour), are registered in the registers of the Government as single crop lands and as double crop lands.

(*b*) The annual gross paddy produce and the expense of reaping it in the case of each of the items of single crop lands for each of the three years immediately previous to the date of this application are

In the years no crop at all was raised on items and in the years only a dry crop was raised on item . The produce given above for the said years in respect of the said items is the estimated produce of a single paddy crop as required by proviso (i) to section 6 of the Act.

The quantity of seed customarily deemed to be required for each of the said items is

(*c*) The annual gross paddy produce and the expense of reaping it in the case of each of the items of double crop lands for each of the said three years are as mentioned below :—

Account has been taken as though two paddy crops have been harvested irrespective of the number and the kind of the crops raised and of the fact that no crop whatever was raised in particular years—vide proviso (ii) to section 6.

(Here give details of all cases of departure from the normal rule of two paddy crops every year.)

The quantity of seed customarily deemed to be required for each of the said items is

(*d*) The annual fair rent payable in respect of each of the items of wet land (single and double crop) included in this paragraph is as follows :—

6. In the case of the garden lands included in the holding—

(*a*) (i) the $\frac{\text{first respondent}}{\text{applicant}}$ is bound to pay compensation under the Improvements Act in case of eviction for coconut trees ;

(ii) of these trees, trees have been let for tapping. The gross produce of nuts of trees of a similar description and with similar advantages in the neighbourhood for each of the three years immediately previous to the date of this application is estimated to be . Consequently, the gross produce of nuts of the trees let for tapping for each of the said three years is deemed to be under the proviso to sub-section (2) of section 7 of the Act ;

(iii) the gross produce of nuts of the other coconut trees specified in sub-clause (i) for each of the said three years is ; and

(iv) the total gross produce of nuts of all the coconut trees specified in sub-clause (i) for the said three years is consequently and the annual fair rent payable in respect of them is .

(*b*) (i) the $\frac{\text{first respondent}}{\text{applicant}}$ is not bound to pay compensation under the Improvements Act in case of eviction for coconut trees ;

(ii) of these trees, trees have been let for tapping. The gross produce of nuts of trees of a similar description and with similar advantages in the neighbourhood for the three years immediately previous to

28th January 1931]

the date of this application is estimated to be . Consequently, the gross produce of nuts of the trees let for tapping for the said three years is deemed to be under the proviso to sub-section (2) of section 7 of the Act;

(iii) the gross produce of nuts of the other coconut trees specified in sub-clause (i) for the said three years is ; and

(iv) the total gross produce of nuts of all the coconut trees specified in sub-clause (i) for the said three years is consequently and the annual fair rent payable in respect of them is ;

(*c*) the $\frac{\text{first respondent}}{\text{applicant}}$ is bound to pay compensation under the Improvements Act in case of eviction for areca trees and the gross produce of nuts of the said trees for each of the three years immediately previous to the date of this application is .

The annual fair rent payable in respect of these areca tree is ;

(*d*) the $\frac{\text{first respondent}}{\text{applicant}}$ is not bound to pay compensation under the Improvements Act in case of eviction for areca trees and the gross produce of nuts of the said trees for each of the three years immediately previous to the date of this application is .

The annual fair rent payable in respect of these areca trees is ;

(*e*) the gross produce of pepper vines in respect of which the $\frac{\text{first respondent}}{\text{applicant}}$ is bound to pay compensation under the Improvements Act in case of eviction for each of the three years immediately previous to the date of this application is .

The annual fair rent payable in respect of these vines is ;

(*f*) the gross produce of pepper vines in respect of which the $\frac{\text{first respondent}}{\text{applicant}}$ is not bound to pay compensation under the Improvements Act in case of eviction for each of the three years immediately previous to the date of this application is .

The annual fair rent payable in respect of these vines is .

7. The annual fair rent (three times the assessment per annum) payable in respect of each of the items of dry lands included in the holding is .

8. The following items of land are situated within the limits of the municipality of .

The rents paid (agreed to be paid) in respect of (give details) being similar lands of the same extent in the neighbourhood are .

Items have not been built or planted upon and no crop has been grown on them. The annual fair rent payable in respect of each of these items of land is .

Items have been built or planted upon and crops have been grown on items . In respect of each of these items, the fair rent as calculated in paragraphs 4 to 7 is which $\frac{\text{exceeds}}{\text{does not exceed}}$ the fair rent as calculated in this paragraph. Consequently, the annual fair

[28th January 1931

rent payable in respect of these items of land is the higher of the two amounts of fair rent mentioned above, namely :—

9. The aggregate amount of annual fair rent payable in respect of all the lands included in the holding is therefore .

10. The applicant therefore prays that the Court may be pleased by order to fix—

(*a*) the extent of the holding,

(*b*) the annual fair rent that is payable in respect thereof,

(*c*) the instalments, if any, in which the fair rent shall be payable and

(*d*) the date (or dates) on which the said rent (or instalments) shall be payable.

I declare that what is stated in paragraphs is true to my knowledge and what is stated in paragraphs is stated on information and belief and I believe the same to be true.

(Signed) A.B.

FORM II.

(See Rule 4.)

IN THE COURT OF THE

APPLICATION NO. OF 19 .

Between

A.B. ... ... *Applicant*

and

C.D. ... ... *Respondent.*

Application of A. B. under sub-section (2) *of section* 13 *of the Malabar Tenancy Act,* 1929.

The abovenamed applicant states as follows :—

1. The respondent is the cultivating verumpattamdar of the holding described in paragraph and the applicant A.B. is his immediate landlord and resides at .

The address of the applicant for service of all notices and processes is .

2. C. D. the respondent, resides at .

3. The holding comprises the following lands, namely :—

[Here set out the Survey and Subdivision numbers, extent, description and boundaries of all the lands included in the holding in respect of which the application is made, the assessments payable to the Government in respect thereof and the amsam, desam and taluk in which the lands are situated. Particulars should be given separately of (*a*) wet lands, (*b*) garden lands and (*c*) dry lands.]

4. The annual fair rent payable in respect of the lands included in the holding is .

28th January 1931]

5. The applicant called upon the respondent on by notice in writing at the latter's option—

(a) to pay one year's fair rent of the holding in advance, or

(b) to furnish security for the said fair rent, or

(c) to pay a portion of the said fair rent in advance and furnish security for the balance,

or

5. (a) The respondent has on paid as advance and on has furnished security for . In respect of the balance of one year's fair rent, viz., he has neither paid in advance nor furnished security.

(b) The applicant called upon the respondent on by notice in writing at the latter's option—

(i) to pay the said balance of one year's fair rent of the holding in advance, or

(ii) to furnish security for the said balance of fair rent, or

(iii) to pay a portion of the said balance of fair rent in advance and furnish security for the remainder.

6. (Here state in what respect the notice has not been complied with.)

7. The period of six months for compliance with the notice referred to in paragraph 5 expired on .

8. The applicant prays that the Court may be pleased to order the respondent, at the option of the respondent—

(a) to pay $\frac{\text{one year's fair rent}}{\text{the balance of one year's fair rent}}$, viz., in advance,

or

(b) to furnish security for the said $\frac{\text{fair rent}}{\text{balance}}$, or

(c) to pay a portion of the said $\frac{\text{fair rent}}{\text{balance}}$ in advance and furnish security for the remainder.

I declare that what is stated in paragraphs is true to my knowledge and what is stated in paragraphs is stated on information and belief and I believe the same to be true.

(Sd.) A.B.

Form III-A.

(See Rule 5.)

IN THE COURT OF THE .

Application No. of 19 .

Between

A.B. ... ... *Applicant*

and

C.D. ... ... *Respondent.*

(Here enter the cause title of the suit, if any, in which the application is made.)

Application of A.B. under sub-section (1) *of section* 22 [*read with sub-section* (b) *of section* 23] *of the Malabar Tenancy Act,* 1929.

The abovenamed applicant states as follows :—

1. A.B., the applicant, is a customary verumpattamdar under the respondent in respect of the holding in paragraph and resides at

[28th January 1931

The address of the applicant for service of all notices and processes

2. C.D., the respondent, resides at .

3. The holding comprises the following lands, namely :—

[Here set out the survey and subdivision numbers, extent, description and boundaries of all the lands included in the holding in respect of which the application is made, the annual Government revenue payable in respect thereof and the amsam, desam and taluk in which the lands are situated. Particulars should be given separately of (*a*) wet lands, (*b*) garden lands and (*c*) dry lands.]

4. The $\frac{\text{previous verumpattam expired}}{\text{current verumpattam will expire}}$ on 19 and its material terms are as follows :—

5. The annual fair rent payable in respect of the lands included in the holding is

(State how the figure is arrived at.)

6. The applicant was paying under the expiring verumpattam as the annual rent.

7. The amount of annual Government revenue which is payable by the applicant in respect of the lands included in holding is .

8. The renewal fee payable is (state how the figure is fixed).

9. The first instalment of (here enter two-thirds of the renewal fee) $\frac{\text{was}}{\text{will be}}$ payable in and the balance of $\frac{\text{was}}{\text{will be}}$ payable as a second instalment in in accordance with the provisions of clause (*a*) of section 19 of the Act.

10. The applicant filed an application under sub-section (1) of section 22 of the Act in respect of the holding (Application No. on the file of the Court of) and that application was dismissed on under section 23 (*a*) of the Act.

11. The applicant made a valid tender of the renewal fee payable under section 19 of the Act on and such tender was refused by the landlord.

12. The applicant prays that the Court may be pleased—

(i) to determine the renewal fee, the amount of each instalment thereof under section 19 of the Act and the date on or before which 'each instalment was, or will become, due ;

(ii) to order a deposit of the instalment or instalments of the renewal fee due on or before the date of such order (with interest at twelve per cent per annum from $\frac{\text{the date on which each instalment became due}}{\text{the date of the commencement of this Act}}$) ; and

(iii) on such deposit being made to

(*a*) execute a renewal deed containing such terms as the Court determines to be the terms of the expiring transaction and as are in accordance with law, and

(*b*) pass an order directing the applicant to pay the landlord a further instalment (or instalments) of the renewal fee (here enter the amount

28th January 1931]

of instalment) in accordance with section 19 of the Act with interest at six per cent per annum on such instalment (or instalments) from the due date to the date of payment.

I declare that what is stated in paragraphs is true to my knowledge and what is stated in paragraphs is stated on information and belief and I believe the same to be true.

(Signed) *A.B.*

FORM III-B.

(See Rule 5.)

IN THE COURT OF THE

APPLICATION NO. OF 19 .

Between

A.B. ... ... *Applicant*

and

C.D. ... ... *Respondent.*

(Here enter the cause title of the suit, if any, in which the application is made.)

Application of A.B. under sub-section (1) *of section* 22 [*read with sub-section* (*b*) *of section* 23] *of the Malabar Tenancy Act*, 1929.

The abovenamed applicant states as follows:—

1. *A.B.*, the applicant, is a kanamdar under the respondent in respect of the holding described in paragraph and resides at

The address of the applicant for service of all notices and processes is

2. *C.D.*, the respondent, resides at

3. The holding comprises the following lands, namely:—

[Here set out the survey and subdivision numbers, extent, description and boundaries of all the lands included in the holding in respect of which the application is made, the annual Government revenue payable in respect thereof and the amsam, desam and taluk in which the lands are situated. Particulars should be given separately of (*a*) wet lands, (*b*) garden lands and (*c*) dry lands.]

4. The $\frac{\text{previous}}{\text{current}}$ kanam $\frac{\text{expired}}{\text{will expire}}$ on 19 and its material terms are as follows:—

5. The annual fair rent payable in respect of the lands included in the holding is

(State how the figure is fixed.)

6. The amount of annual Government revenue which under the kanam deed is payable by the applicant in respect of the lands included in the holding is

7. The kanartham is and the annual interest payable thereon is calculated at the rate of specified in the kanam deed [at the rate of in accordance with the provisions of section 17 (*b*) of the Act.]

[28th January 1931

8. The applicant has been paying as michavaram under the $\frac{\text{previous}}{\text{current}}$ kanam above referred to

9. The renewal fee payable is .
(State how the figure is fixed.)

10. The first instalment of (here enter two-thirds of the renewal fee $\frac{\text{was}}{\text{will be}}$ payable in and the balance of $\frac{\text{was}}{\text{will be}}$ payable as a second instalment in in accordance with the provisions of clause (*a*) of section 19 of the Act.

11. The applicant filed an application under sub-section (1) of section 22 of the Act in respect of the holding (Application No. on the file of the Court of) and that application was dismissed on under sub-section (*a*) of section 23 of the Act.

12. The applicant made a valid tender of the renewal fee payable under section 19 of the Act on ... and such tender was refused by the landlord.

13. The applicant prays that the Court may be pleased—

(i) to determine the renewal fee, the amount of each instalment thereof under section 19 of the Act and the date on or before which each instalment was, or will become, due;

(ii) to order a deposit of the instalment or instalments of the renewal fee due on or before the date of such order (with interest at twelve per cent per annum from $\frac{\text{the date on which each instalment became due}}{\text{the date of the commencement of the Act}}$); and

(iii) on such deposit being made to—

(*a*) execute a renewal deed containing such terms as the Court determines to be the terms of the expiring transaction and are in accordance with law, and

(*b*) pass an order directing the applicant to pay the landlord a further instalment (or instalments) of the renewal fee (here enter the amount of instalment) in accordance with section 19 of the Act with interest at six per cent per annum on such instalment (or instalments) from the due date to the date of payment.

I declare that what is stated in paragraphs is true to my knowledge and what is stated in paragraphs is stated on information and belief and I believe the same to be true.

(Signed) *A.B.*

FORM III-C.
(See Rule 5.)

IN THE COURT OF THE

APPLICATION NO. OF 19 .

Between
A.B. ... ... *Applicant*
and
C.D. ... ... *Respondent.*

(Here enter the cause title of the suit, if any, in which the application is made.)

28th January 1931]

Application of A.B. under sub-section (1) *of section* 22 [*read with sub-section* (*b*) *of section* 23] *of the Malabar Tenancy Act*, 1929.

The abovenamed applicant states as follows :—

1. *A.B.*, the applicant, is a kuzhikanamdar under the respondent in respect of the holding described in paragraph and resides at .

The address of the applicant for service of all notices and processes is .

2. *C.D.*, the respondent, resides at .

3. The holding comprises the following lands, namely :—

[Here set out the survey and subdivision numbers, extent, description and boundaries of all the lands included in the holding in respect of which the application is made, the assessments payable to the Government in respect thereof and the amsam, desam and taluk in which the lands are situated. Particulars should be given separately of (*a*) wet lands, (*b*) garden lands and (*c*) dry lands.]

4. The $\frac{\text{previous}}{\text{current}}$ kuzhikanam $\frac{\text{expired}}{\text{will expire}}$ on 19 and its material terms are as follows :—

5. The renewal fee payble is .

(State how the figure is fixed.)

6. The first instalment of (here specify one-third of the renewal fee) is payable in and the balance in five equal consecutive annual instalments of each in the years in accordance with the provisions of clause (*b*) of section 19 of the Act.

7. The applicant filed an application under sub-section (1) of section 22 of the Act in respect of the holding (Application No. on the file of the Court of) and that application was dismissed on under sub-section (*a*) of section 23 of the Act.

8. The applicant made a valid tender of the renewal fee payable under section 19 of the Act on and such tender was refused by the landlord.

9. The annual fair rent payable in respect of the lands included in the holding is .

(State how the figure is fixed.)

10. The applicant prays that the Court may be pleased—

(i) to determine the renewal fee, the amount of each instalment thereof under section 19 of the Act and the date on or before which each instalment was, or will become, due ;

(ii) to order a deposit of the instalment or instalments of the renewal fee due on or before the date of such order (with interest at twelve per cent per annum from $\frac{\text{the date on which each instalment became due}}{\text{the date of the commencement of the Act}}$);

(iii) on such deposit being made to

(*a*) execute a renewal deed containing such terms as the Court determines to be the terms of the expiring transaction and as are in accordance with law, and

(*b*) pass an order directing the applicant to pay the landlord a further nstalment (or instalments) of the renewal fee (here enter the

amount of instalment) in accordance with section 19 of the Act with interest at six per cent per annum on such instalment (or instalments) from the due date to the date of payment; and

(iv) by order to fix the annual fair rent that is payable in respect of the holding.

I declare that what is stated in paragraphs is true to my knowledge and what is stated in paragraphs is stated on information and belief and I believe the same to be true.

(Signed) *A.B.*

FORM III-D.

(See rule 5.)

IN THE COURT OF THE

APPLICATION NO. OF 19 .

Between

A.B. *Applicant*

and

C.D. *Respondent.*

(Here enter the cause title of the suit, if any, in which the application is made.)

Application of A.B. under sub-section (1) *of section* 22 [*read with sub-section* (*b*) *of section* 23] *of the Malabar Tenancy Act*, 1929.

The abovenamed applicant states as follows:—

1. *A.B.*, the applicant, is an intermediary in kuzhikanam under the respondent in respect of the holding described in paragraph and resides at

The address of the applicant for service of all notices and processes is .

2. *C.D.*, the respondent, resides at .

3. The holding comprises the following lands, namely:—

[Here set out the survey and subdivision numbers, extent, description and boundaries of all the lands included in the holding in respect of which the application is made, the assessments payable to the Government in respect thereof and the amsam, desam and taluk in which the lands are situated. Particulars should be given separately of (*a*) wet lands, (*b*) garden lands and (*c*) dry lands.]

4. The $\frac{\text{previous}}{\text{current}}$ kuzhikanam $\frac{\text{expired}}{\text{will expire}}$ on 19 and its material terms are as follows:—

5. The renewal fee payable is .
(State how the figure is fixed.)

6. The first instalment of (here enter two-thirds of the renewal fee) $\frac{\text{was}}{\text{will be}}$ payable in and the balance of $\frac{\text{was}}{\text{will be}}$ payable as a second instalment in in accordance with the provisions of clause (*a*) of section 19 of the Malabar Tenancy Act, 1929.

28th January 1931]

7. The applicant filed an application under sub-section (1) of section 22 of the Act in respect of the holding (Application No. on the file of the Court of) and that application was dismissed on under sub-section (*a*) of section 23.

8. The applicant made a valid tender of the renewal fee payable under section 19 of the Act on and such tender was refused by the landlord.

9. The applicant prays that the Court may be pleased—

(i) to determine the renewal fee, the amount of each instalment thereof under section 19 and the date on or before which each instalment was, or will become, due;

(ii) to order a deposit of the instalment or instalments of the renewal fee due on or before the date of such order (with interest at twelve per cent per annum from [the date on which each instalment became due) / the date of the commencement of this Act)]; and

(iii) on such deposit being made to

(*a*) execute a renewal deed containing such terms as the Court determines to be the terms of the expiring transaction and as are in accordance with law, and

(*b*) pass an order directing the applicant to pay the landlord a further instalment (or instalments) of the renewal fee (here enter the amount of instalment) in accordance with section 19 of the Act with interest at six per cent per annum on such instalment (or instalments) from the due date to the date of payment.

I declare that what is stated in paragraphs is true to my knowledge and what is stated in paragraphs is stated on information and belief and I believe the same to be true.

(Signed) *A.B.*

FORM IV.

(See Rule 6.)

IN THE COURT OF THE .

APPLICATION NO. OF 19 .

Between

A.B. ... ... *Applicant*

and

C.D. ... ... *Respondent.*

Application of A.B. under sub-section (1) *of section* 30 *of the Malabar Tenancy Act,* 1929.

The abovenamed applicant states as follows:—

1. *A.B.*, the applicant, is the [cultivating verumpattamdar of the holding described in paragraph under *C.D.*, the respondent / immediate landlord of *C.D.* the respondent, a cultivating verumpattamdar of the holding described in paragraph 4] and resides at .

The address of the applicant for service of all notices and processes is .

2. *C.D.*, the respondent, resides at .

3. The holding comprises the following lands, namely:—

[Here set out the survey and subdivision numbers, extent, description and boundaries of all the lands included in the holding in respect of which the application is made, the assessments payable to the Government in respect thereof and the amsam, desam and taluk in which the lands are situated. Particulars should be given separately of (*a*) wet lands, (*b*) garden lands and (*c*) dry lands.]

4. (*a*) Of the wet lands comprised in the holding, the following items were converted from dry lands into wet by the $\frac{\text{applicant's}}{\text{respondent's}}$ labour:—

(*b*) The years in which the first wet crop was raised, the annual gross paddy produce, the expense of reaping it and the quantity of seed customarily deemed to be required for an agricultural year in the case of each of the said items are as follows:—

(*c*) The annual fair rent payable in respect of each of the items of wet land included in this paragraph is as follows:—

[Cases falling under clause (*a*) of section 5 of the Act should be mentioned together.]

5. (*a*) Of the other wet lands comprised in the holding (that is to say, of lands not converted from dry into wet by the tenant's labour), are registered in the registers of the Government as single-crop lands and as double-crop lands.

(*b*) The annual gross paddy produce and the expense of reaping it in the case of each of the items of single-crop lands for each of the three years immediately previous to the date of this application are

In the years no crop at all was raised on items and only a dry crop was raised on items . The produce given above for the said years in respect of the said items is the estimated produce of a single-paddy crop as required by proviso (i) to section 6 of the Act.

The quantity of seed customarily deemed to be required for each of the said items is

(*c*) The annual gross paddy produce and the expense of reaping it in the case of each of the items of double-crop lands for each of the said three years are as mentioned below. Account has been taken as though two paddy crops have been harvested, irrespective of the number and the kind of the crops raised and of the fact that no crop whatever was raised in particular years.

(Here give details of all cases of departure from the normal rule of two paddy crops every year.)

The quantity of seed customarily deemed to be required for each of the said items is .

(*d*) The annual fair rent payable in respect of each of the items of wet land (single and double crop) included in this paragraph is as follows:—

6. In the case of garden lands included in the holding—

(*a*) (i) the $\frac{\text{respondent}}{\text{applicant}}$ is bound to pay compensation under the Improvements Act in case of eviction for coconut trees;

(ii) of these trees, trees have been let for tapping. The gross produce of nuts of trees of a similar description and with similar advantages in the neighbourhood for each of the three years immediately previous to the date of this application is estimated to be . Consequently, the gross produce of nuts of the trees let for tapping for each of the said three years is deemed to be under the proviso to sub-section (2) of section 7 of the Act;

28th January 1931]

(iii) the gross produce of nuts of the other coconut trees specified in sub-clause (i) for each of the said three years is ; and

(iv) the total gross produce of nuts of all the coconut trees specified in sub-clause (i) for the said three years is consequently and the annual fair rent payable in respect of them is ;

(*b*) (i) the $\frac{\text{respondent}}{\text{applicant}}$ is not bound to pay compensation under the Improvements Act in case of eviction for coconut trees;

(ii) of these trees, trees have been let for tapping. The gross produce of nuts of trees of a similar description and with similar advantages in the neighbourhood for the three years immediately previous to the date of this application is estimated to be . Consequently, the gross produce of nuts of the trees let for tapping for the said years is deemed to be under the proviso to sub-section (2) of section 7 of the Act;

(iii) the gross produce of nuts of the ther coconut trees specified in sub-clause (i) for the said three years is ; and

(iv) the total gross produce of nuts of all the coconut trees specified in sub-clause (i) for the said three years is consequently and the annual fair rent payable in respect of them is ;

(*c*) the $\frac{\text{respondent}}{\text{applicant}}$ is bound to pay compensation under the Improvements Act in case of eviction for areca trees and the gross produce of nuts of the said trees for each of the three years immediately previous to the date of this application is .

The annual fair rent payable in respect of these areca trees is ;

(*d*) the $\frac{\text{respondent}}{\text{applicant}}$ is not bound to pay compensation under the Improvements Act in case of eviction for areca trees and the gross produce of nuts of the said trees for each of the three years immediately previous to the date of this application is .

The annual fair rent payable in respect of these areca trees is ;

(*e*) the gross produce of pepper vines in respect of which the $\frac{\text{respondent}}{\text{applicant}}$ is bound to pay compensation under the Improvements Act in case of eviction for each of the three years immediately previous to the date of this application is .

The annual fair rent payable in respect of these vines is ; and

(*f*) the gross produce of pepper vines in respect of which the $\frac{\text{respondent}}{\text{applicant}}$ is not bound to pay compensation under the Improvements Act in case of eviction for each of the three years immediately previous to the date of this application is .

The annual fair rent payable in respect of these vines is .

7. The annual fair rent (three times the assessment per annum) payable in respect of each of the items of dry lands included in the holding is

8. The following items of land are situated within the limits of the municipality of :—

The rents paid (agreed to be paid) in respect of (give details) being similar lands of the same extent in the neighbourhood are .

Items have not been built or planted upon and no crop has been grown on them. The annual fair rent payable in respect of each of these items of land is .

Items have been built or planted upon. Crops have been grown on items . In respect of each of these items, the fair rent as calculated in paragraphs 4 to 7 is which $\frac{\text{exceeds}}{\text{does not exceed}}$ the fair rent as calculated in this paragraph. Consequently, the annual fair rent payable in respect of these items of land is the higher of the two amounts of fair rent mentioned above, namely :—

9. The aggregate amount of annual fair rent payable in respect of all the lands included in the holding is therefore .

10. On the Court last fixed the fair rent for the said holding at payable as follows :—

(Here give details)

and more than twenty years have elapsed since.

Or

On the 19 the Court last $\frac{\text{confirmed}}{\text{revised}}$ the fair rent existing on the said date in repect of the said holding $\frac{\text{thereby fixing}}{\text{and fixed}}$ it at payable as follows :—

(Here give details)

and more than twenty years have elapsed since.

11. The applicant therefore prays that the Court may be pleased by order to fix—

(*a*) the annual fair rent that is payable in respect of the holding ;

(*b*) the instalments, if any, in which the fair rent shall be payable ; and

(*c*) the date (or dates) on which the said rent (or instalments) shall be payable.

I declare that what is stated in paragraphs is true to my knowledge and what is stated in paragraphs is stated on information and belief and I believe the same to be true.

(Signed) *A.B.*

U. Rama Rao—9-1-31.